



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code TELECAR271		Dept. SC MLH A		Contract Number 03-351 A-1	
County Department Behavioral Health				Dept. Orgn. MLH MLH		Contractor's License No.	
County Department Contract Representative Johnnetta Gibson				Telephone (909) 387-7747		Total Contract Amount \$ 216,620	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date 03/01/2003		Contract End Date 6/30/2004		Original Amount \$ 597,260	
						Amendment Amount (\$ 380,640)	
Fund AAA	Dept. MLH	Organization MLH	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$ 216,620	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Negotiated Rate				Estimated Payment Total by Fiscal Year			
Institute of Mental				FY	Amount	I/D	
Disease				03/04	\$380,640	D	
Contract Type – 2B							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Telecare Corporation

Address
La Paz Geropsychiatric Center
1100 Marina Village Parkway
Alameda, CA 94501

Telephone
(510) 337-7950

Federal ID No. or Social Security No.
95-3471049

hereinafter called **Contractor**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

IN THAT CERTAIN Agreement #03-351 between the County of San Bernardino, a political subdivision of the State of California, and Telecare Corporation – La Paz Geropsychiatric, which Agreement first became effective March 1, 2003, the following changes are hereby made and agreed to:

I. Article III Performance, paragraph B is hereby amended to read as follows:

- B. Contractor shall provide up to 366 patient bed days of Institute of Mental Disease (IMD) services for Level B IMD consumers under this agreement for fiscal year 03/04 at the State mandated basic IMD bed rate and at the specified negotiated rates set forth in Article V. Payment, Paragraph A for consumers who have behavioral problems that require more specialized services and whose

functioning level is too low to be maintained in a Board and Care facility. These services are further described in the attached Schedule A and Addendum I.

II. Article IV Funding is hereby amended to read as follows:

The maximum financial obligation of the County under this agreement shall not exceed the sum of Two Hundred Sixteen Thousand Six Hundred Twenty Dollars (\$216,620), which includes the share of cost which Contractor is required to collect pursuant to Article V Payment, Paragraph C., below.

III. Article V Payment, Paragraph A, is hereby amended to read as follows:

A. County agrees to pay Contractor the State of California Department of Health Services (DHS) approved rate for basic IMD services for Los Angeles County (LA County) which is One Hundred Nine Dollars and Twenty Six Cents (\$109.26) per patient day for basic IMD services plus the following patch rates:

1. Level A: \$235.00 per day (\$109.26 plus a patch of One Hundred Twenty Five Dollars and Seventy Four Cents (\$125.74)) for up to a total of 182 days for FY 2002/2003.
2. Level B: \$285.00 per day (\$109.26 plus a patch of One Hundred Seventy Five Dollars and Seventy-Four Cents (\$175.74)) for up to a total of 1,371 patient days (273 days for FY 2002/2003 and 366 days for FY 2003/2004).

Care Levels A and B are further defined in the attached Schedule A and Addendum I of this agreement. The per patient day rate times the number of days utilized by consumers in the program will determine the maximum contract obligation to Contractor for basic IMD services. As described in Article V Payment, Paragraph B, below, it is estimated to be Two Hundred Sixteen Thousand Six Hundred Twenty Dollars (\$216,620).

IV. Article XVIII Quality Assurance is hereby amended to read:

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

V. Article XXI Nondiscrimination, Paragraph C, is hereby amended to read as follows :

C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San

Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

- VI. Addendum I, Section III THE CONTRACTOR SHALL, Paragraph A, is hereby amended to read as follows:

Provide up to 426 patient days for fiscal year 02/03 and 366 patient days for fiscal year 03/04 for DBH patients and provide all utilities, water, garbage collection, etc.

- VII. This amendment replaces Schedule A, dated April 10, 2003, with revised Schedule A dated, June 20, 2003, which serves as the planning estimate for the funding described above.

VIII. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Telecare Corporation – La Paz Geropsychiatric
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

Presented to BOS for Signature
► _____
Department Head
Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
03/01/03 - 06/30/03**

Contractor Name: La Paz
Address: 8835 Vans Street
Paramount, CA 90723
Date Form Completed: 6/20/2003

SCHEDULE A

Page 1 of 2

Prepared by: Johnnetta Gibson
Title: Staff Analyst I

			3/1/03-4/30/03	5/1/03-6/30/03				
		Level A	Level B	Level B				
LINE	PROVIDER NUMBER							TOTAL
#	MODE OF SERVICE	5	5	5				
	SERVICE FUNCTION	65	35	35				
EXPENSES								
1	SALARIES							0
2	BENEFITS							0
3	OPERATING EXPENSES							0
4	TOTAL EXPENSES (1+2+3)							0
AGENCY REVENUES								
5	PATIENT FEES							0
6	PATIENT INSURANCE							0
7	MEDICARE							0
8	GRANTS/OTHER							0.00
9	TOTAL AGENCY REVENUES (5+6+7+8)							0.00
10	CONTRACT AMOUNT (4-9)	42,770.00	17,385.00	52,155.00				112,310.00
11	CONTRACT DAYS	91	61	61				213
12	CONTRACT MONTHS	2	2	2				2
13	NUMBER OF BEDS	2	1	3				
14	TOTAL CLIENT DAYS (11 * 13)	182	61	183				426
15	ANNUAL AMOUNT PER BED (10 / 13)	21,385.00	17,385.00	17,385.00				
16	MONTHLY AMOUNT PER BED (15 / 12)	10,692.50	8,692.50	8,692.50				
17	DAILY AMOUNT PER BED (10 / 14)	235.00	285.00	285.00				
=	TOTAL MONTHLY AMOUNT (16 * 13)	21,385.00	8,692.50	26,077.50				56,155.00

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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SCHEDULE A

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
FY 07/01/03 - 06/30/04**

SCHEDULE A

Page 2 of 2

Prepared by: Johnnetta Gibson

Title: Staff Analyst I

Contractor Name: La Paz

Address: 8835 Vans Street

Paramount, CA 90723

Date Form Completed: 6/20/2003

Level B

	PROVIDER NUMBER							
LINE	MODE OF SERVICE	5						TOTAL
#	SERVICE FUNCTION	35						
EXPENSES								
1	SALARIES							0
2	BENEFITS							0
3	OPERATING EXPENSES							0
4	TOTAL EXPENSES (1+2+3)							0
AGENCY REVENUES								
5	PATIENT FEES							0
6	PATIENT INSURANCE							0
7	MEDI-CARE							0
8	GRANTS/OTHER							0.00
9	TOTAL AGENCY REVENUES (5+6+7+8)							0.00
10	CONTRACT AMOUNT (4-9)	104,310.00						104,310.00
CONTRACT DAYS								
11	CONTRACT DAYS	366						366
12	CONTRACT MONTHS	12						12
13	NUMBER OF BEDS	1						
14	TOTAL CLIENT DAYS (11 * 13)	366						366
15	ANNUAL AMOUNT PER BED (10 / 13)	104,310.00						
16	MONTHLY AMOUNT PER BED (15 / 12)	8,692.50						
17	DAILY AMOUNT PER BED (10 / 14)	285.00						
18	TOTAL MONTHLY AMOUNT (16 * 13)	8,692.50						8,692.50

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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